

# Exhibit 21

## Custodial Agreement



We make home possible™

May 12, 2009

Mr. Aaron Wade  
Onewest Bank, FSB  
888 E. Walnut Street  
Pasadena, CA 91101

Re: Onewest Bank, FSB  
Custodian Assignment Notification  
Freddie Mac Seller/Servicer Numbers 153845 & 153984

Dear Mr. Wade:

This letter will serve as confirmation that your application for custodian services from the below listed entity has been completed. Please use the Custodian Number and Agreement Number provided below on all correspondence and deliveries to Freddie Mac beginning May 12, 2009.

**Third-Party Custodian/  
Seller/Servicer's Trust Department**  
Deutsche Bank National Trust Company  
1761 East Saint Andrews Place  
Santa Ana, CA 92705-4934

**Custodian  
Number**  
1000409

**Agreement  
Number**  
000015

Your custodian must subscribe to the Freddie Mac Seller/Servicer Guide and adhere to its requirements as well as the Document Custody Procedure Handbook, which may be accessed at [www.freddiemac.com/cdm](http://www.freddiemac.com/cdm). If you have any questions regarding the instructions contained within this letter, you may contact Amy Odiorne at the address and telephone number below.

Freddie Mac  
Document Safekeeping Administration  
1551 Park Run Drive, MS D3A  
McLean, VA 22102  
(571) 382-3936  
[amy\\_odiorne@freddiemac.com](mailto:amy_odiorne@freddiemac.com)

Sincerely,

  
Pam Williams  
Director  
Counterparty Credit Risk Management

cc: Christopher Corcoran, custodian copy

Custodian Number 1000409 <sup>1</sup>  
 Custodial Agreement Number 000015 <sup>1</sup>  
 Seller/Service Number 153845 <sup>1</sup>  
 Self ☐ Affiliated 3<sup>rd</sup> Party ☐  
 Unaffiliated ☒ <sup>2</sup>

CUSTODIAL AGREEMENT: SINGLE-FAMILY MORTGAGES \* 153984

THIS CUSTODIAL AGREEMENT, dated as of <sup>May 12<sup>th</sup> A.D.</sup> ~~March 19~~, 2009<sup>3</sup> (the "Agreement"), is by and among Freddie Mac, Deutsche Bank <sup>4</sup>, as custodian ("Custodian"), and OneWest Bank, FSB <sup>5</sup>, as seller and/or servicer ("Seller/Service").

WITNESSETH:

WHEREAS, Freddie Mac and Seller/Service are parties to certain Purchase Documents pursuant to which Seller/Service sells and/or agrees to sell Mortgages to Freddie Mac, or services and/or agrees to service Mortgages for Freddie Mac;

WHEREAS, pursuant to the Purchase Documents, Seller/Service will, on or before each Delivery Date, deliver or cause to be delivered to Custodian (i) the Notes relating to such Mortgages, endorsed in blank as required by Freddie Mac's *Single-Family Seller/Service Guide* (the "Guide"), (ii) the Assignments relating to such Mortgages, (iii) certain data, using either Freddie Mac's Selling System or MIDANET®, and (iv) for Mortgages delivered through MIDANET®, a completed Form 1034, or for Mortgages delivered through the Selling System, a completed Form 1034 or Cover Sheet for Selling System;

WHEREAS, Custodian shall accept delivery of the Notes and any Assignments on Freddie Mac's behalf in accordance with the terms and conditions of this Agreement;

WHEREAS, Freddie Mac, Seller/Service and Custodian desire to set forth the terms and conditions for the deposit and custodianship of the original Notes for Mortgages sold to and serviced for Freddie Mac.

NOW, THEREFORE, in consideration of the premises, the covenants herein set forth, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Freddie Mac, Custodian and Seller/Service agree as follows:

**Section 1: Definitions.** Capitalized terms used herein have the meanings ascribed to them in the Purchase Documents, including (without limitation) the Guide; provided

<sup>1</sup> Freddie Mac will complete this blank or, if Custodian has been assigned a Custodian Number, Custodian must insert this number when it executes this Agreement.

<sup>2</sup> Seller/Service, indicate a relationship with Custodian by initialing the appropriate space; Custodian, confirm the relationship by initialing the appropriate Section 2(b) below.

<sup>3</sup> Freddie Mac will complete this blank.

<sup>4</sup> Insert the complete legal name of Custodian.

<sup>5</sup> Insert the complete legal name of Seller/Service and its Freddie Mac Seller/Service number.

that the following terms are defined for purposes of the custodial relationship contemplated by this Agreement:

"Assignments" means all intervening assignments and instruments necessary to assign the security instruments to Freddie Mac; if, pursuant to Section 18.1 of the Guide, the Seller/Servicer has elected to hold the Assignments in its Mortgage files, it need not deliver Assignments to the Custodian but must provide Custodian with evidence of that election.

"Form 1034" means a Custodial Certification Schedule in any format (hardcopy or electronic), including without limitation Forms 1034, 1034A, 1034B, 1034E, 1034S, 1034SM, or Form 1034T, which identifies the Notes delivered to Custodian.

"Notes", for purposes of this Agreement, means the original notes and any other instruments evidencing the indebtedness secured by the security instruments, along with the original riders, powers of attorney, and/or other modifying instruments to the original notes (e.g., modification, conversion, assumption of indebtedness or release of liability agreements); references to "Notes" may also include Assignments and any supplemental or additional documents required to be maintained in the Custodian's Note file, as the context requires or permits.

"Form 1036" means a Request for Release of Documents authorizing Seller/Servicer to obtain Notes from Custodian and Custodian to release them to Seller/Servicer.

**Section 2. Custodian Eligibility, Functions and Duties.**

- (a) **Eligibility requirements and general duties.** Custodian hereby represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac that Custodian will perform the functions and fulfill the duties set forth in Sections 18.6, 18.7, 56.9 and other relevant portions of the Guide. Custodian shall also:
- (1) in addition to satisfying the requirements of Section 18.6(a)4, make available evidence of compliance with the requirements, terms, standards, and responsibilities referred to in subparagraph (2) immediately below;
  - (2) comply with all of the terms of this Agreement, and with:
    - all Guide requirements pertaining to Notes held for Freddie Mac;
    - any other requirements that Freddie Mac may specify to ensure the safety, security and/or enforceability of its Notes; and
    - such standards for custodial performance and fiduciary duties as Freddie Mac may prescribe in its discretion from time-to-time;
 all as amended from time-to-time by Freddie Mac;
  - (3) notify Freddie Mac and Seller/Servicer if, at any time, Custodian fails to meet any applicable eligibility requirement;
  - (4) meet the eligibility requirements of Section 18.2(b):

**[CUSTODIAN: INITIAL<sup>6</sup> THE APPLICABLE SECTION BELOW AND  
CROSS-OUT THE SECTIONS THAT DO NOT APPLY]**

- One Section 18.2(c), for a Seller/Servicer acting as its own Custodian  
 Section 18.2(d), for a third-party Custodian that is not affiliated with  
 Seller/Servicer  
~~Section 18.2(e), for a third-party Custodian that is affiliated with  
 Seller/Servicer~~

**[CUSTODIAN: EITHER INITIAL<sup>6</sup> THE FOLLOWING SECTION OR CROSS IT OUT]**

- ~~Section 18.2(f), for a Custodian that is also a warehouse lender~~
- (5) not be in receivership, conservatorship or liquidation, nor shall any parent of Custodian be in receivership, conservatorship or liquidation;
- (6) maintain, at its sole cost and expense, insurance coverage under a financial institution bond or equivalent policy that provides, at a minimum, fidelity and lost instrument coverages, errors and omissions insurance coverage for the custody of documents, and other coverages and requirements in the amounts as set forth in Section 18.2(b)(8) of the Guide;
- (7) complete the Annual Document Custodian Eligibility Certification Report (the "ADCEC") and submit it to Freddie Mac by March 31st each year, together with any other information that Freddie Mac may request, pursuant to Sections 14 and 16 below; and
- (8) maintain document custodial operations that are independently and separately managed from any functional area within its institution that performs mortgage origination, selling or servicing; maintain separate records, files and operations; and ensure that the duties set forth in this Agreement will be performed only by personnel not engaged in mortgage origination, sales or servicing.

**[CUSTODIAN: INITIAL<sup>6</sup> THE PARA. (b) BELOW THAT DOES APPLY and  
CROSS-OUT THE PARA. (b) THAT DOES NOT APPLY]**

- (b) Additional eligibility requirements for Custodian that is not affiliated with Seller/Servicer. Custodian hereby represents, warrants and covenants with Freddie Mac that it is not affiliated with Seller/Servicer.

initial

OR

- (b) ~~Additional eligibility requirements for Custodian that is a self-Custodian or is affiliated with Seller/Servicer.~~ Custodian hereby represents, warrants and covenants with Freddie Mac that its custodial operations are conducted by a trust department that is established and operated under fiduciary powers granted by its state or federal regulator.

initial

<sup>6</sup> Officer of Custodian executing this Agreement must initial in ink.



- (c) Verifications. [REDACTED] for Freddie Mac. Custodian shall review and examine them and conduct the verification as set forth in Section 18.6(b) of the Guide. In fulfilling that function, Custodian shall:
- (1) review the terms of the Notes to verify that the information contained therein conforms with the Selling System or Form 1034 data; and
  - (2) determine that each Note is original and has an endorsement as required in **Section 18.4 of the Guide.**

- (d) Responsibility as a transferee Custodian. Upon a transfer of servicing that results in a transfer of custody, Custodian as transferee must perform the verifications specified in Section 18.7 of the Guide with respect to each Note transferred to it.

Upon a transfer of servicing, Custodian as transferee must verify that a copy of Freddie Mac Form 960 or Form 981, as applicable, evidencing Freddie Mac's approval of the servicing transfer accompanies the Notes. For each transfer of servicing that results in a transfer of custody, Seller/Service as transferee must deliver to Freddie Mac a Custodial Certification Schedule, executed by the transferor seller/servicer and Custodian-as transferee.

- (e) Responsibility as a transferor Custodian. Upon a transfer of custody or a transfer of servicing resulting in a transfer of custody, the transferor Custodian shall verify that either Freddie Mac's Document Custodial Operations Department (DCO) or a new custodian has been selected in accordance with Freddie Mac's requirements and must confirm the transferee custodian with Freddie Mac. The transferor Custodian shall cooperate with Seller/Service and DCO or the transferee custodian to effect an orderly transfer of the Notes and to prepare a Form 1034 for those Notes, all as provided in the Guide.

It is the responsibility of the Custodian and Seller/Service to work with DCO or the transferee custodian, prior to certification of the Notes by DCO or the transferee custodian, to cure all document deficiencies that are unresolved upon transfer. Custodian shall not be released or discharged from the liabilities, duties and obligations hereunder until after Seller/Service and DCO or the transferee custodian to which the Notes have been moved have certified or accounted for all the Notes.

- (f) Duties to Freddie Mac; Relationship of the Parties. Custodian should contact DCO with any questions that might arise in conjunction with the discharge of the duties imposed on Custodian by this Agreement and as set forth in Section 18.6(d) of the Guide, particularly regarding the verification and certification processes.

By executing this Agreement, Custodian represents and warrants that it has no, and covenants that it shall hold no, adverse interest, by way of security or

otherwise, in any Note and hereby waives and releases any such interest which it may have or acquire in any such Note.

The parties each hereby acknowledge that neither title, ownership nor right of alienation with respect to the Notes, nor any books and records relating to the Notes, is hereby transferred to, or conferred upon, Custodian.

- (g) Release of Documents. Custodian shall release Notes only pursuant to Section 18.6(e) of the Guide. Absent manifest error, Custodian may rely on information received from Seller/Servicer in the Form 1036. Seller/Servicer shall hold in trust and for the sole benefit of Freddie Mac all Notes released to it.
- (h) Supplemental deliveries. If Seller/Servicer supplements a delivery with additional documents, such as original modifying instruments, Custodian must place the supplemental documentation with the applicable original Notes.

Section 3. Miscellaneous.

- (a) Audit. Freddie Mac and/or its auditors may perform, with or without any prior notice, on-site reviews or audits of:
  - (1) all records and documents held by Custodian that relate to the Notes; and
  - (2) Custodian's policies and procedures and its compliance with its own internal controls and with Freddie Mac's requirements.Custodian shall promptly provide copies of any Notes requested by Freddie Mac or its auditor.
- (b) Custodial Charges. Pursuant to Section 18.1 of the Guide, compensation for Custodian's services, including (without limitation) any action taken at the request or demand of Freddie Mac, is the sole responsibility of Seller/Servicer. Seller/Servicer and Custodian shall enter into a written agreement regarding Custodian's charges and fees for certifying, holding, releasing, copying, and other activities with respect to the Notes; provided, however, that such agreement may not contain terms that relate to the substance of this Agreement, including (without limitation) Freddie Mac's ability to gain access to or remove the Notes without the Seller/Servicer's consent and provided further that, in the event of a conflict between any such agreement and this Agreement, this Agreement shall govern.

Custodian shall (i) take no action that might adversely affect Freddie Mac or its interests, or (ii) not fail to perform in accordance with this Agreement or any Freddie Mac requirement because Custodian has not been compensated by Seller/Servicer. If Freddie Mac should elect, in its sole discretion, to assume or transfer the duties and obligations of Seller/Servicer and terminate the custodial relationship established by this Agreement, Custodian shall continue to perform its obligations hereunder for a reasonable time on the same terms and conditions as set forth herein, provided that Freddie Mac shall not be obligated to pay any compensation or fee for holding or releasing any Notes during such period.

(c) Indemnifications.

- (1) In performing its functions and duties under this Agreement, Custodian agrees to act with reasonable care, using that degree of skill and care that it exercises with respect to similar notes and assignments owned and/or serviced by it and with at least such skill and care as is customary in the industry. Custodian hereby indemnifies Freddie Mac from, and holds Freddie Mac harmless against, any and all liabilities, obligations, losses, damages, payments, costs or expenses of any kind whatsoever (including, without limitation, reasonable fees and expenses of counsel), which may be imposed on, incurred by or asserted against Freddie Mac as the result of any breach of this Agreement or negligence by Custodian in the performance of the functions and duties of Custodian required by the sections of the Guide pertaining to Notes held for Freddie Mac and by this Agreement.
- (2) Seller/Servicer indemnifies Freddie Mac as set forth in Section 18.4(a) of the Guide.

Section 4. Seller/Servicer Responsibilities. Seller/Servicer is responsible for the following and hereby represents and warrants to, and covenants with, Freddie Mac as follows:

- (a) Seller/Servicer shall promptly notify Freddie Mac in writing if Seller/Servicer becomes aware that Custodian has failed to comply with any Freddie Mac operational requirement and/or any of the terms of this Agreement.
- (b) Seller/Servicer shall comply with the transit insurance requirements set forth in Section 18.4(c) of the Guide. The Guide insurance requirements do not diminish, restrict or otherwise limit Custodian's responsibilities and obligations as stated herein.
- (c) Seller/Servicer shall provide Custodian with copies of such confirmations, agreements, assignments, documents, opinions, instructions and information relating in any way to this Agreement as Custodian may from time to time reasonably request in writing.
- (d) Seller/Servicer shall promptly notify Custodian of the occurrence of any default or event of default by Seller under the Purchase Documents, specifying the nature thereof and the action being taken or proposed to be taken by Seller/Servicer to remedy the same (notwithstanding the foregoing terms of this subsection 4(d), nothing herein shall be construed as creating any right on the part of Seller/Servicer to a cure period in connection with any such default or event of default or as a waiver by Freddie Mac of any right or remedy under the Purchase Documents).



**Section 5. Transfers of Servicing.**

- (a) In the event that Seller/Servicer transfers servicing of some or all of the Mortgages, such transfer shall be subject to approval under, and conducted pursuant to, Section 18.4(d) and other relevant sections of the Guide.
- (b) If Seller/Servicer transfers the servicing for some or all of the Mortgages for which Custodian holds the Notes, then Custodian shall cooperate with Seller/Servicer and DCO or the transferee seller/servicer's custodian to transfer custody of the Notes and any Assignments pursuant to the Guide and Section 2(d) above.
- (c) No later than 30 days after the effective date of a transfer of servicing, the Notes and any Assignments relating to the affected Mortgages must be moved. If the transferee seller/servicer uses a document custodian, the Notes and Assignments must be moved to the transferee seller/servicer's custodian. If the transferee seller/servicer does not use a document custodian, the Notes must be moved to DCO and the Assignments moved to the transferee seller/servicer.

**Section 6. Termination and Transfer of Custody.**

- (a) **Termination by Freddie Mac.** At its sole discretion, Freddie Mac may, upon 30 days written notice to Seller/Servicer and Custodian, terminate this Agreement and require Seller/Servicer to transfer all Notes and Assignments to another custodian or to transfer the Notes to DCO and the related Assignments to Seller/Servicer within 30 days of the date of such notice.

Notwithstanding any other right of Freddie Mac to require Seller/Servicer to discontinue the use of a custodian, Freddie Mac may give notice that it will terminate this Agreement and require that all Notes and Assignments to be transferred immediately to another custodian, or the Notes to Freddie Mac and the related Assignments to Seller/Servicer, immediately upon occurrence of any of the following:

- (1) disqualification or suspension of Seller/Servicer pursuant to the Guide, or upon a determination by Freddie Mac that Seller/Servicer's performance has been unsatisfactory, or that Seller/Servicer has failed to meet eligibility standards;
- (2) failure of Custodian to meet Freddie Mac's document custodian eligibility requirements or any criteria for note custody;
- (3) Freddie Mac's determination that Custodian's performance with respect to the Notes has been unsatisfactory;
- (4) any other circumstance with respect to Custodian, the Notes or any Assignments that adversely affects the Notes or the interests of Freddie Mac;
- (5) Freddie Mac's modification of its requirements for the custody of Notes and Assignments; or
- (6) Freddie Mac's notice to Custodian that a default or event of default has occurred under, or in connection with, the Purchase Documents, or Freddie

Mac's determination for any reason that the safety or security of the Notes is in jeopardy.

In such event, Custodian shall comply with Freddie Mac's Instructions.

- (b) Termination by Seller/Servicer. Seller/Servicer may terminate this Agreement upon 30 days prior notice to Custodian and to Freddie Mac. Upon giving such notice, Seller/Servicer must, in accordance with the Guide, designate a new custodian for Mortgages serviced for Freddie Mac and require Custodian transfer the Notes for those Mortgages to the new custodian within 30 days of Freddie Mac's approval of the transfer, provided that Freddie Mac may require the Notes be transferred immediately. If Seller/Servicer elects to transfer the Notes to DCO, then, prior to the termination date of this Agreement, all Notes for Mortgages serviced for Freddie Mac and held by Custodian must be moved to DCO, and the Assignments moved to Seller/Servicer.
- (c) Termination by the Custodian. Custodian may terminate this Agreement upon 30 days prior written notice to Seller/Servicer and to Freddie Mac. In such event, Seller/Servicer must transfer the Notes and the Assignments to a new custodian or transfer the Notes to DCO and obtain any Assignments from Custodian as provided in Section 18.1 of the Guide. In no event may Custodian refuse or fail to fulfill its custodial obligations pursuant to this Agreement until the Notes and Assignments have been properly transferred.
- (d) Responsibilities of the transferor Custodian. Upon termination of this Agreement and transfer of custody of the Notes, Custodian shall cooperate with Seller/Servicer and DCO or the transferee custodian pursuant to the Guide and Section 2(d) hereinabove.

Section 7. Representations, Warranties and Covenants re: execution.

- (a) Custodian represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac as follows:
  - (1) This Agreement has been authorized and approved by all requisite corporate action on the part of Custodian and, when executed and delivered by Custodian, Seller/Servicer and Freddie Mac, will constitute a legal, valid and binding obligation of Custodian, enforceable against Custodian in accordance with its terms.
  - (2) Custodian has not executed and will not execute any agreement or obligation inconsistent herewith or with any of the transactions contemplated hereby.
  - (3) Custodian has complied, and at all times shall comply, with all applicable laws and regulations in connection with the transactions contemplated hereby.
- (b) Seller/Servicer represents and warrants to, and covenants with, Freddie Mac and Custodian as follows:
  - (1) This Agreement has been authorized and approved by all requisite corporate action on the part of Seller/Servicer and, when executed and

delivered by Custodian, Seller/Servicer and Freddie Mac, this Agreement will constitute the legal, valid and binding obligation of Seller/Servicer, enforceable against Seller/Servicer in accordance with its terms.

- (2) Seller/Servicer has not executed and shall not execute any agreement or obligation inconsistent with this Agreement or with the transactions contemplated hereby.
- (3) Seller/Servicer has complied, and at all times shall comply, with all applicable laws and regulations in connection with the transactions contemplated hereby.

**Section 8. Amendments.** Freddie Mac may at any time, in its sole discretion, upon notice to Custodian and Seller/Servicer, modify or supplement any provision or requirement set forth in this Agreement, including but not limited to Freddie Mac's Document Custodian eligibility requirements, Custodian or Seller/Servicer obligations, custodial duties, delivery requirements, and/or Freddie Mac forms referenced herein.

If the Guide's defined terms or requirements pertaining to Document Custodian eligibility, Custodian or Seller/Servicer obligations, custodial duties, delivery requirements, Freddie Mac forms referenced herein or any requirements relating to the Notes are amended, then this Agreement is deemed to have been simultaneously amended to the extent necessary to conform this Agreement with such amended Guide provisions. If any Freddie Mac forms are revised or superseded subsequent to the date of this Agreement, references to such forms in this Agreement shall be deemed to refer to such forms as revised or, if superseded, to such other forms as Freddie Mac may require.

No amendment or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of Freddie Mac, and then such waiver or consent shall be effective only in that instance and for the reason specified therein.

**Section 9. Notices.** All demands, notices, instructions and other communications hereunder shall be in writing (unless specifically authorized to be delivered using another means) and shall be personally delivered or mailed, addressed as set forth below.

If to Freddie Mac: Freddie Mac Counterparty Credit Risk Management  
1551 Park Run Drive, MS D3A  
McLean, VA 22102  
(571) 382-3936; facsimile (866) 743-0087

with a copy to: Freddie Mac Document Custodial Operations  
21550 Beaumeade Circle, MS 570  
Ashburn, VA 20147  
(703) 724-3000

If to Custodian (indicate if your vault location is different from your mailing address and identify a contact person for eligibility matters as well as operations)<sup>7</sup>:

Christopher P Corcoran  
Deutsche Bank  
1761 East St Andrew Place  
Santa Ana, CA 92705-4934

tel. # (714) 247 6045

If to Seller/Service<sup>7</sup>:

Aaron Wade  
OneWest Bank, FSB  
888 E. Walnut Street  
Pasadena, CA 91101

tel. # (626) 535 8852

or to such other address and person as Freddie Mac, Custodian or Seller/Service may hereafter designate in writing as required herein.

**Section 10. Binding Effect.** This Agreement shall become effective as of the date above first written upon execution by Freddie Mac, Seller/Service and Custodian, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and shall continue in full force and effect so long as Custodian shall hold, as custodian hereunder, any of the Notes, or until the Agreement is terminated. If Freddie Mac executes this Agreement, Freddie Mac shall provide Seller/Service and Custodian with copies of the fully executed Agreement. Freddie Mac shall retain the original Agreement.

**Section 11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States. If there is no applicable precedent and to do so would not frustrate the purposes of this Agreement or the transactions governed hereby, the laws of the Commonwealth of Virginia shall be deemed to reflect the laws of the United States. Notwithstanding the immediately preceding sentence, the legal effectiveness, validity and enforceability of electronic contracts and signatures and other Electronic Records used in connection with any transaction engaged in by the parties to this Agreement shall be governed by the federal Electronic Signatures in Global and National Commerce Act.

Unless otherwise expressly agreed in writing among Seller/Service, Custodian and Freddie Mac, neither this Agreement nor any portion of any electronic transaction will be governed by the Uniform Computer Information Transactions Act as enacted in any jurisdiction.

<sup>7</sup> Insert the name, title, mailing address, e-mail address, telephone number and fax number of the person to whom notices should be sent.



**Section 12. Construction of Agreement.** This Agreement shall not be construed against Freddie Mac as the drafter hereof.

**Section 13. Headings.** The section headings herein are for convenience only and shall not affect the construction of this Agreement.

**Section 14. Acknowledgment and Consent to Electronic Transactions.**

Seller/Service and Custodian consent and agree to engage in electronic transactions with Freddie Mac and each other in connection with their respective duties and obligations under this Agreement, as follows:

- (1) Seller/Service acknowledges and agrees that it is bound by the provisions of Sections 1.3 and A1.7 of the Guide; and
- (2) Custodian acknowledges and agrees that it is bound by the provisions of Sections 1.3 and A1.7 of the Guide as if each reference to the term "Seller/Service" referred to "Custodian," except where replacing the term "Seller/Service" with the word "Custodian" is logically inconsistent with the duties and obligations of Custodian set forth herein.

Custodian further agrees to adopt as its Electronic Signature for such electronic transactions its Freddie Mac custodian number and/or such other confidential passwords, user identification codes, other symbols or procedures as required by Freddie Mac. Custodian and Seller/Service acknowledge and agree that electronic transactions not expressly required or permitted by Freddie Mac are prohibited.

**Section 15. Certifying Mortgages in the Selling System.** Seller/Service, Custodian and Freddie Mac agree that for Mortgages sold using the Selling System, Custodian will certify such Mortgages using the following online certification options: single loan certification, batch certification and importation of Mortgage loan data certified in the Custodian's system into the Selling System. The option used must comply with the instructions in the Selling System, the applicable provisions of Chapter 18 of the Guide, the Document Custody Procedure Handbook and the section in the Selling System User Guide entitled "Certifying Mortgages for Freddie Mac," located on the Web at [www.freddie-mac.com/learn/pdfs/deliver/sscertmort.pdf](http://www.freddie-mac.com/learn/pdfs/deliver/sscertmort.pdf), all of which are hereby incorporated herein by reference and made a part hereof.

**Section 16. Delivery of the ADCEC.** Seller and Freddie Mac agree that Custodian may deliver the ADCEC, executed by a duly authorized officer of Custodian, to Freddie Mac as an electronic record attached to an email or as a facsimile transmission; provided that, if the ADCEC is delivered to Freddie Mac:

- (a) as an electronic record attached to an email, the ADCEC must be submitted as a Portable Document Format ("PDF") file attached to the email; and
- (b) as a facsimile transmission, the facsimile of ADCEC must include a cover sheet identifying the name and telephone number of the person sending the facsimile and stating its total number of pages.



Each email or facsimile transmission of the ADCEC must be sent to the Freddie Mac email address or telephone number specified in the form, and copies or representations of signatures or electronic signatures attached to or associated with the ADCEC will be governed by and must comply with the applicable provisions of Section 1.3 of the Guide.

**Section 17. Financing Statements.** Seller/Servicer and Custodian each hereby (i) authorizes Freddie Mac to file Uniform Commercial Code (UCC) financing statements (together with any related amendments and continuation statements) deemed necessary or desirable by Freddie Mac to perfect or otherwise evidence Freddie Mac's ownership interest in the Notes (including, without limitation, Freddie Mac's exclusive ownership interest in any and all servicing rights related to the Mortgages) purchased by Freddie Mac from Seller/Servicer and held by Custodian on behalf of Freddie Mac, and (ii) agrees to execute, deliver and/or file such UCC financing statements and other documents and perform such acts as may be reasonably necessary to fully perfect or otherwise evidence Freddie Mac's ownership interest in the Notes. Seller/Servicer shall pay the costs for any financing statements filed pursuant to this section and Freddie Mac's costs in preparing such financing statements and/or searching UCC records to confirm that no other party claims an interest in the Notes.

**Section 18. Confidentiality and Notice of Waivers.** Freddie Mac hereby identifies, and Seller/Servicer and Custodian jointly and severally agree to treat, all modifications or waivers granted by Freddie Mac regarding the duties and obligations of Seller/Servicer and/or Custodian under this Agreement, the Guide and/or the Purchase Documents as "confidential information" under Section 2.16 of the Guide, and Custodian agrees to be bound by the confidentiality provisions of Section 2.16.

Under certain circumstances and on occasion, Freddie Mac may modify the Seller/Servicer's Purchase Documents in a manner that would affect Custodian's duties and obligations under this Agreement. The parties hereto agree that Seller/Servicer shall promptly give Custodian a written copy of any such modification, and Custodian shall periodically request updated information on such modifications from Seller/Servicer. Seller/Servicer will not be deemed by Freddie Mac to have violated the confidentiality imposed by Section 2.16 of the Guide by providing copies of such updated information or modifications. Freddie Mac has no duty or obligation to notify Custodian under this Agreement or under the Guide, although it may provide such notice.

[this space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in its name and on its behalf by a duly authorized officer (or other duly authorized representative, in the case of Freddie Mac), and delivered as of the date first stated above.

Deutsche Bank National Trust Co.<sup>8</sup> (Custodian)

ATTEST:

  
Signature

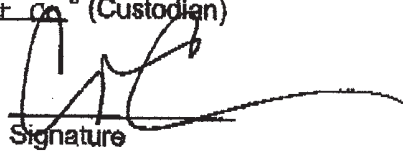
Tom Yoshida

Name

AVP

Title

By:

  
Signature

Christopher Corcoran

Name

Vice President

Title:

OneWest Bank, FSB<sup>8</sup> (Seller/Service)

ATTEST:

  
Signature

JACK HILL

Name

~~ASSISTANT~~  
~~CREDIT RISK~~

Title

By:

  
Signature

Aaron Wade

Name

Senior vice President

Title

FEDERAL HOME LOAN MORTGAGE CORPORATION:

ATTEST:

  
Amy Odion  
Risk Analyst

By:

  
Pam Williams

Director, Counterparty Credit Risk Management

<sup>8</sup> Insert complete legal names and titles; signatures must be attested by a duly authorized officer.

# Exhibit 22

## Defense Response First Request to Produce

The Honorable Judge Robert Lasnik

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST  
TRUSTEE SERVICES, INC., MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

DEFENDANTS ONEWEST BANK,  
FSB, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
AND NORTHWEST TRUSTEE  
SERVICES, INC.'S  
SUPPLEMENTAL RESPONSE TO  
PLAINTIFF'S FIRST REQUEST  
FOR PRODUCTION OF  
DOCUMENTS

COME NOW Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTs") (collectively "Defendants") and responds to Plaintiff James McDonald's First Set of Interrogatories and Request for Production of Documents ("Requests") as follows:

I. PRELIMINARY STATEMENT

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents

DEFENDANTS' SUPPLEMENTAL RESPONSE  
TO PLAINTIFF'S FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS  
-- PAGE 1 OF 7, CASE NO. C10-1952 RSL

ROUTH  
CRABTREE  
OLSEN, P.S.

13555 SE 36th St., Ste 300  
Bellevue, WA 98006  
Telephone: 425.458.2121  
Facsimile: 425.458.2131

1 produced, if any such document or documents were sought to be introduced into evidence in  
2 Court. All such objections and grounds are reserved and may be interposed at the time of trial.

3 Defendants have not completed their investigation of facts, witnesses, or documents  
4 related to this action; have not completed its analysis of available data; have not yet completed  
5 its discovery in this action; and have not completed preparation for trial. Thus, although a good  
6 faith effort has been made to supply pertinent information when it has been requested, it is not  
7 possible in many instances for unqualified responses to be made. Further, the responses are  
8 necessarily made without prejudice to Defendants' right to produce any subsequently discovered  
9 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may  
10 adopt. These responses are given without prejudice to Defendants' right to provide facts,  
11 witnesses or documents omitted from these responses by oversight, inadvertent or good faith  
12 error or mistake. Defendants have furnished information that is presently available, which may  
13 include hearsay and other forms of evidence that are neither reliable nor admissible.

## 14 II. GENERAL OBJECTIONS

15 Each of the general objections stated below are continuing objections which Defendants  
16 will incorporate into specific responses as appropriate:

### 17 A. Not Reasonably Calculated Objection:

18 Many of the requests, in whole or in part, seek information or documents that are  
19 neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead  
20 to the discovery of admissible evidence in respect thereto.

### 21 B. Ambiguity Objection:

22 Many of the specific requests are phrased in language that is so vague, ambiguous,  
23 and uncertain that Defendants are unable to ascertain what information is requested.

### 24 C. Burden Objection:

25 Many of the specific requests are materially overbroad in whole or in part, or are  
26 burdensome and oppressive on the grounds that they seek information that is equally



accessible to or already within the possession of the plaintiff, or information that is not relevant to the subject matter of the dispute herein, or, if relevant, so remotely relevant as to have no practical benefit to the plaintiff, while placing an inordinate burden and expense on Defendants to respond.

D. Duplicative Request Objection:

Many of the specific requests are duplicative in that that they request information that is requested by more than one Interrogatory.

### III. SPECIFIC RESPONSES TO REQUESTS

#### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:

RESPONSE: Defendants incorporate by reference all previous objections to this Request. After diligent search, Defendants have found nothing that is responsive to this Request. In the event material that is responsive to this Request is located, Defendants will supplement these responses.

#### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:

RESPONSE: Defendants have provided all documents responsive to this Request.

#### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 3:

RESPONSE: Defendants incorporate by reference all previous objections to this Request. After diligent search, Defendants have found nothing that is responsive to this Request. In the event material that is responsive to this Request is located, Defendants will supplement these responses.

#### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4:

RESPONSE: Defendants have provided all documents responsive to this Request.

#### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 5:

RESPONSE: Defendants object to this Request on the basis that the information requested is neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead to the discovery of admissible evidence in respect thereto.

1 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 6:**

2 **RESPONSE:** Defendants have provided all documents responsive to this Request.

3 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7:**

4 **RESPONSE:** Defendants incorporate by reference all previous objections to this  
5 Request. Without waiving any objection, Defendant MERS provides the attached copy of the  
6 MERS Membership Application for IndyMac Mortgage Holdings, Inc.

7 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8:**

8 **RESPONSE:** Defendants incorporate by reference all previous objections to this  
9 Request. Without waiving any objection, Defendant MERS provides the attached copy of the  
10 Membership Agreement between Freddie Mac and MERS.

11 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9:**

12 **RESPONSE:** Defendants have provided all documents responsive to this Request.

13 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 10:**

14 **RESPONSE:** Defendants incorporate by reference all previous objections to this  
15 Request. After diligent search, Defendants have found nothing that is responsive to this Request.  
16 In the event material that is responsive to this Request is located, Defendants will supplement  
17 these responses.

18 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 11:**

19 **RESPONSE:** Defendants have provided all documents responsive to this Request.

20 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12:**

21 **RESPONSE:** Defendants have provided all documents responsive to this Request.

22 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13:**

23 **RESPONSE:** Defendants incorporate by reference all previous objections to this  
24 Request. Without waiving any objection, please see the attached Form 1034.

1 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 14:**

2 **RESPONSE:** Defendants incorporate by reference all previous objections to this  
3 Request. Without waiving any objection, please see the attached Form 1036.

4 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 15:**

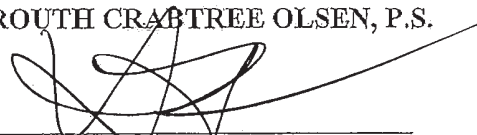
5 **RESPONSE:** Defendants incorporate by reference all previous objections to this  
6 Request. After diligent search, Defendants have found nothing that is responsive to this Request.  
7 In the event material that is responsive to this Request is located, Defendants will supplement  
8 these responses.  
9

## ATTORNEY CERTIFICATION

The undersigned, as attorney for Defendants OneWest Bank, MERS, and NWTS, certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry that the responses and objections are: (1) consistent with the Civil Rules and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy and the importance of the issues at stake in the litigation.

DATED this 17<sup>th</sup> day of February, 2012.

ROUTH CRABTREE OLSEN, P.S.

  
Heidi E. Buck, WSBA No. 41769  
Of Attorneys for Defendants OneWest  
Bank, Mortgage Electronic Registration  
Systems, Inc., and Northwest Trustee  
Services, Inc.

PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 9<sup>th</sup> day of February, 2012.

ONEWEST BANK, FSB

By: Rebecca Marks  
Rebecca Marks  
NORTHWEST TRUSTEE SERVICES, INC.

By: [Signature]  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

By: JC San Pedro  
JC SAN PEDRO



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST  
TRUSTEE SERVICES, INC., MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

**DEFENDANTS ONEWEST BANK,  
FSB, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
AND NORTHWEST TRUSTEE  
SERVICES, INC.'S SECOND  
SUPPLEMENTAL RESPONSE TO  
PLAINTIFF'S FIRST REQUEST  
FOR PRODUCTION OF  
DOCUMENTS**

COME NOW, Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTS") (collectively "Defendants") and again supplements their responses to Plaintiff James McDonald's First Set of Interrogatories and Request for Production of Documents ("Requests") in response to the Order Granting in Part Plaintiff's Motion to Compel as follows:

**I. PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents

DEFENDANTS' SECOND SUPPLEMENTAL RESPONSE  
TO PLAINTIFF'S FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS  
- PAGE 1 OF 6, CASE NO. C10-1952 RSL

**ROUTH  
CRABTREE  
OLSEN, P.S.**

13555 SE 36th St., Ste 300  
Bellevue, WA 98006  
Telephone: 425.458.2121  
Facsimile: 425.458.2131

1 produced, if any such document or documents were sought to be introduced into evidence in  
2 Court. All such objections and grounds are reserved and may be interposed at the time of trial.

3 Defendants have not completed their investigation of facts, witnesses, or documents  
4 related to this action; have not completed its analysis of available data; have not yet completed  
5 its discovery in this action; and have not completed preparation for trial. Thus, although a good  
6 faith effort has been made to supply pertinent information when it has been requested, it is not  
7 possible in many instances for unqualified responses to be made. Further, the responses are  
8 necessarily made without prejudice to Defendants' right to produce any subsequently discovered  
9 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may  
10 adopt. These responses are given without prejudice to Defendants' right to provide facts,  
11 witnesses or documents omitted from these responses by oversight, inadvertent or good faith  
12 error or mistake. Defendants have furnished information that is presently available, which may  
13 include hearsay and other forms of evidence that are neither reliable nor admissible.

## 14 II. RESPONSES TO REQUESTS

15 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4:** Defendant OneWest – Provide  
16 copies of any an all servicing agreements between Defendant OneWest and the current owner or  
17 previous owners of the promissory note.

18 **RESPONSE:** Defendants incorporate by reference all previous objections to this Request.  
19 Without waiving any previous objection, Defendant OneWest provides that it identified the  
20 servicing agreement between OneWest and Freddie Mac by providing a link to the agreement.  
21 Defendant OneWest provided this information through counsel in an email communication with  
22 Mr. McDonald on July 11, 2011. The email communication is attached as Exhibit 1.  
23  
24  
25  
26

1 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7:** Defendant MERS – A copy of  
 2 the MERS Membership Agreement between Indymac Bank and MERS.

3 **RESPONSE:** Defendants incorporate by reference all previous objections to this Request.  
 4 Without waiving any previous objection, Defendant MERS provides that it previously provided a  
 5 copy of the MERS Membership Application for IndyMac Mortgage Holdings, Inc. The  
 6 document was redacted as it contained personal nonpublic information relating to the identities  
 7 of IndyMac Mortgage Holdings, Inc. and MERS employees and to protect nonpublic corporate  
 8 information irrelevant to the underlying claims and allegations asserted by Plaintiff.

9  
 10 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9:** Defendant MERS – A copy of  
 11 the MERS Membership Agreement between OneWest Bank and MERS.

12 **RESPONSE:** Defendants incorporate by reference all previous objections to this Request.  
 13 Without waiving any objection, Defendant MERS provides that it previously provided a copy of  
 14 the Membership Agreement between OneWest Bank and MERS. The document was redacted as  
 15 it contained personal nonpublic information relating to the identities of OneWest and MERS  
 16 employees and to protect nonpublic corporate information irrelevant to the underlying claims and  
 17 allegations asserted by Plaintiff.

18  
 19 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12:** Defendant OneWest – Any and  
 20 all exhibits attached to the agreements between the Federal Deposit Insurance Corporation, IMB  
 21 Holdco LLC and OneWest Bank Group LLC known as Master Purchase Agreement, Loan Sale  
 22 Agreement and Servicing Business Asset Purchase Agreement.

23 **RESPONSE:** Defendants incorporate by reference all previous objections to this Request.  
 24 Without waiving any objection, Defendant OneWest provides that it, in error, previously stated  
 25 all responsive documents had been produced. Please see attached as Exhibit 2 the loan schedule  
 26 identifying Plaintiff's loan, which is attached to Servicing Business Asset Purchase Agreement.

1 This document has been redacted as it contains personal nonpublic information relating to the  
2 identities and financial information of borrowers other than Mr. McDonald.

3  
4 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13:** Defendant OneWest – Any  
5 and all forms 1034 in regards to Custodial Agreement Number 000015, Seller/Service  
6 Number(s) 153845 and 153984 between Freddie Mac, Deutsche Bank Trust Co and Defendant  
7 OneWest.

8 **RESPONSE:** Defendants incorporate by reference all previous objections to this Request.  
9 Without waiving any objection, Defendant OneWest provides that it previously produced a copy  
10 of the attached Form 1034. This document has been redacted as it contains personal nonpublic  
11 information relating to the identities and financial information of borrowers other than Mr.  
12 McDonald.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

### ATTORNEY CERTIFICATION

The undersigned, as attorney for Defendants OneWest Bank, MERS, and NWTs, certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry that the responses and objections are: (1) consistent with the Civil Rules and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy and the importance of the issues at stake in the litigation.

DATED this 2nd day of May, 2012.

**ROUTH CRABTREE OLSEN, P.S.**



Heidi E. Buck, WSBA No. 41769  
Of Attorneys for Defendants OneWest  
Bank, Mortgage Electronic Registration  
Systems, Inc., and Northwest Trustee  
Services, Inc.



PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 1<sup>st</sup> day of May, 2012.

ONEWEST BANK, FSB

By: 

Charles Boyle

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

By: \_\_\_\_\_

Its: Assistant Secretary

PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 2<sup>nd</sup> day of May, 2012.

ONEWEST BANK, FSB

By: \_\_\_\_\_

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

By:  \_\_\_\_\_  
Its: Assistant Secretary

*Emmett Myatt*

# Exhibit 23

## Freddie Mac Servicing Guide Ch. 50-2

Freddie Mac Single Family / Single-Family Seller/Service Guide, Volume 2 / Chapter 50: Introduction /  
50.2: Legal effect of the Single-Family Seller/Service Guide (06/13/12)

**50.2: Legal effect of the *Single-Family Seller/Service Guide* (06/13/12)**

**(a) Status as a contract**

1. **Effect of the Guide.** The *Single-Family Seller/Servicer Guide* ("Guide") governs the business relationship between a Seller and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Servicer must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Servicer has access to the Electronic version of the Guide, as an Electronic Record, as defined in Chapter 3, and is in compliance with all requirements of the Purchase Documents.
2. **Volume 1 of the Guide.** In connection with the sale of Mortgages to Freddie Mac, the Seller agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.
3. **Volume 2 of the Guide.** A Seller must service all Mortgages that the Seller has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller's Purchase Documents. All of a Seller's obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller pursuant to any individual Purchase Contract is based upon the Seller's agreement that the Mortgages purchased will be serviced by the Seller pursuant to the unitary, indivisible master Servicing contract. The Seller agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller's obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such case, the separate agreement shall be deemed to be one of the "Purchase Documents" that constitute the unitary, indivisible master Servicing contract. In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

4. **Amendments to the Guide.** Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide must be in the form of a written paper Record or an Electronic Record, as those terms are defined in Chapter 3. The Guide may not be amended orally. Freddie Mac may amend the Guide by:
  - Publishing Bulletins in writing or as Electronic Records, which apply to all Sellers/Servicers, or
  - Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the Guide. An amendment, supplement, revision or termination of a provision in Volume 1 or Volume 2 of the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

A Purchase Contract or other written agreement or Electronic agreement, as "Electronic" is defined in Chapter 3, amends or supplements specific provisions of the Guide for purposes of such Purchase Contract or other written agreement, as applicable. Such amendments or supplements to the Guide are effective as of the



# Exhibit 24

## Composite of Public Records



## Search Real Estate Index

Criteria: Party Name Begins With NORTHWEST TRUSTEE SERVICES

Showing Records 1 through 25 ( 74492 records found as of 03/29/2012 12:33:59 AM [count again](#) )

#	Instrument #	Book	Page	Date Recorded	Document Type	Name	More	Associated Name	More	Legal Description
1	<a href="#">200401200005</a>			01/20/2004	APPOINTMENT OF TRUSTEE	E NORTH WEST TRUSTEE SERVICES		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		
2	<a href="#">200404010024</a>			04/01/2004	APPOINTMENT OF TRUSTEE	E NORTH WEST TRUSTEE SERVICES		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		
3	<a href="#">200409280029</a>			09/28/2004	APPOINTMENT OF TRUSTEE	E NORTH WEST TRUSTEE SERVICES		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		
4	<a href="#">200409280031</a>			09/28/2004	APPOINTMENT OF TRUSTEE	E NORTH WEST TRUSTEE SERVICES		R IRWIN UNION BANK AND TRUST CO		
5	<a href="#">200409280033</a>			09/28/2004	APPOINTMENT OF TRUSTEE	E NORTH WEST TRUSTEE SERVICES		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		
6	<a href="#">200409280035</a>			09/28/2004	APPOINTMENT OF TRUSTEE	E NORTH WEST TRUSTEE SERVICES		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		
7	<a href="#">200912100140</a>			12/10/2009	DEED OF TRUST	E NORTH WEST TRUSTEE SERVICES LLC	+	R VERHAAREN MICHAEL J	+	SBD JEWEL RIDGE; LT 9
8	<a href="#">200505251009</a>			05/25/2005	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES	+	R ACKERMAN JAMES D JR	+	WRONG COUNTY(+)
9	<a href="#">200810280469</a>			10/28/2008	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES LLC	+	R ROSETO PATRICIA		SBD BAYVIEW HEIGHTS; BLK
10	<a href="#">200903240958</a>			03/24/2009	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES LLC	+	R HAWKINS DAVID K	+	SBD LORAYNE HEIGHTS DIV II
11	<a href="#">200509230157</a>			09/23/2005	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES LLC	+	R PAK CHONG SEO	+	CON VERONA SOUTH AT LAKE PH 5; UNIT 146(+)
12	<a href="#">200904070438</a>			04/07/2009	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES LLC	+	R AGEER DAVID		SBD SHORT PLAT; LT 2; 75-36'
13	<a href="#">200905080696</a>			05/08/2009	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES LLC	+	R FOSNICK JENNIFER M	+	SBD OAKBROOK 4TH ADDN; B LT 34
14	<a href="#">200410120568</a>			10/12/2004	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES	+	R WALSH THOMAS E		SBD RHODODENDRON PARK ( LT 45(+)
15	<a href="#">200412270683</a>			12/27/2004	TRUSTEE SALE	R NORTHWEST TRUSTEE SERVICES		E WAGNON ARNOLD L	+	SBD SHORT PLAT; LT 4; 77-86'
16	<a href="#">200412270684</a>			12/27/2004	TRUSTEE SALE	R NORTHWEST TRUSTEE SERVICES		E McDONALD DEBBIE S		SBD PRAIRIE RIDGE #4; LT 18
17	<a href="#">200412270685</a>			12/27/2004	TRUSTEE SALE	R NORTHWEST TRUSTEE SERVICES		E CHAPMAN DIANNE E		SBD CREST ADDN; BLK 2; LT 1
18	<a href="#">200503240495</a>			03/24/2005	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES	+	R VANDERVORT DARREN	+	SBD MCKINLEY PARK ADDN; LT 10-11
19	<a href="#">200504250258</a>			04/25/2005	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES LLC	+	R RAPER LARRY D	+	SBD QUARRY PDD; LT 32
20	<a href="#">201109290270</a>			09/29/2011	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES LLC	+	R ANTEN GARY R	+	SBD BROOKTREE 3RD ADDN F 12; SEE RECORD
21	<a href="#">201106160136</a>			06/16/2011	DEED OF TRUST	E NORTHWEST TRUSTEE SERVICES	+	R MELTON HENRY CHRISTOPHER		SBD TACOMA LAND CO 6TH AL BLK 9218; LT 19.20
22	<a href="#">201106160043</a>			06/16/2011	TRUSTEE SALE	R NORTHWEST TRUSTEE SERVICES		E KOCH DUANE L	+	SBD SHORT PLAT; LT 1; 76-32'
23	<a href="#">201106160046</a>			06/16/2011	TRUSTEE SALE	R NORTHWEST TRUSTEE SERVICES		E NGUYEN ARIANA H	+	SBD SADDLE CREEK; LT 91
24	<a href="#">201106160074</a>			06/16/2011	APPOINTMENT OF TRUSTEE	E NORTHWEST TRUSTEE SERVICES		R BAC HOME LOANS SERVICING		
25	<a href="#">201106160257</a>			06/16/2011	RLS COMPLAINT	E NORTHWEST TRUSTEE SERVICES	+	R TACOMA CITY OF		

There are more results available. Right-click for paging options.

Public Access Web UI, Version 2.8  
Copyright © 2001 - 2012 Manatron, Inc. All Rights Reserved

[HOME](#) [NEWS](#) [SERVICES](#) [DIRECTORY](#) [CONTACT](#)**Recorders Office**

King County, Washington

 **Search**

Records Search

**Fee Increase - September 1, 2012****Official Public Records****Search Results**[Menu](#) · [New Search](#) · [Prefs](#) · [Help](#)**Criteria:** Name or Associated Name Begins with NORTHWEST TRUSTEE SERVICES**Search Results** - A total of **76,321** records matched your criteria.

Displaying Records 1 to 10

Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) - [7633](#)

Instrument Number	Book-Page	Date Filed	Document Type (+) = More Names	Name	Name Type (+) = More Names	Associated Name	Name Type	Legal Description	Image
<a href="#">20010302000110</a>		03/02/2001	APPOINTMENT OF SUCCESSOR TRUST	NORTHWEST TRUSTEE SERVICES	E	MCCORMACK KENTON J	R		
<a href="#">20010302000111</a>		03/02/2001	NOTICE OF TRUSTEE SALE	NORTHWEST TRUSTEE SERVICES	R	MCCORMACK KENTON J	E		
<a href="#">20010305001928</a>		03/05/2001	APPOINTMENT OF SUCCESSOR TRUST	NORTHWEST TRUSTEE SERVICES	E	PETHERAM WILLIAM	R		
<a href="#">20010305001929</a>		03/05/2001	NOTICE OF TRUSTEE SALE	NORTHWEST TRUSTEE SERVICES	E	PETHERAM WILLIAM	R		
<a href="#">20010305001930</a>		03/05/2001	APPOINTMENT OF SUCCESSOR TRUST	NORTHWEST TRUSTEE SERVICES	E	WORTHINGTON JAMES G	R		
<a href="#">20010305001931</a>		03/05/2001	NOTICE OF TRUSTEE SALE	NORTHWEST TRUSTEE SERVICES	E	WORTHINGTON JAMES G	R		
<a href="#">20010313001869</a>		03/13/2001	APPOINTMENT OF SUCCESSOR TRUST	NORTHWEST TRUSTEE SERVICES	E	JENKINS MICHAEL J	R		
<a href="#">20010320000796</a>		03/20/2001	APPOINTMENT OF SUCCESSOR TRUST	NORTHWEST TRUSTEE SERVICES	E	NOINALA MAX V	R		
<a href="#">20010323002015</a>		03/23/2001	APPOINTMENT OF SUCCESSOR TRUST	NORTHWEST TRUSTEE SERVICES	E	RICHARDSON JOHN G	R		
<a href="#">20010323002016</a>		03/23/2001	NOTICE OF TRUSTEE SALE	NORTHWEST TRUSTEE SERVICES	E	RICHARDSON JOHN G	R		

Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) - [7633](#)[Recorders Office Home Page](#) | [Customer Service Questions](#)[Home](#) | [Privacy](#) | [Accessibility](#) | [Terms of use](#) | [Search](#)

Links to external sites do not constitute endorsements by King County.

By visiting this and other King County web pages,  
you expressly agree to be bound by terms and conditions of the site.

Internet Public Access Module Version 3.1  
Copyright © 2001 - 2003 Hart InterCivic, Inc. All Rights Reserved.

WebServ3

**Official Public Records**  
**Search Results****Snohomish County, Washington**  
**County Auditor**
[Menu](#) • [New Search](#) • [Prefs](#) • [Help](#)
**Criteria:** Grantor or Grantee Begins with NORTHWEST TRUSTEE SERVICES

**Search Results** - A total of **70,171** records matched your criteria.

Displaying Records 1 to 10

 Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [More ...](#)

Instrument Number	Date Filed	Document Type	Grantor (+) = More Names	Grantee (+) = More Names	Legal Description	Index Status	Image
<a href="#">200406170141</a>	06/17/2004	APPOINTMENT OF TRUSTEE	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	NORTH WEST TRUSTEE SERVICES		Perm	
<a href="#">200411290412</a>	11/29/2004	APPOINTMENT	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	NORTH WEST TRUSTEE SERVICES		Perm	
<a href="#">200412300067</a>	12/30/2004	APPOINTMENT OF TRUSTEE	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	NORTH WEST TRUSTEE SERVICES		Perm	
<a href="#">200412300069</a>	12/30/2004	APPOINTMENT	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	NORTH WEST TRUSTEE SERVICES		Perm	
<a href="#">200202270822</a>	02/27/2002	NOTICE OF TRUSTEES SALE	NORTHWEST TRUSTEE SERVICES	PUBLIC (+)	LOT P/35 BEVERLY ACREAGE TRS 00392000003503	Perm	
<a href="#">200301141971</a>	01/14/2003	NOTICE OF TRUSTEES SALE	NORTHWEST TRUSTEE SERVICES	HANRAHAN LOYAL G (+)	SEC 36 TWNSHP 27 RNG 03 27033600303900	Perm	
<a href="#">200301301149</a>	01/30/2003	DISCONTINUANCE TRUSTEES SALE	NORTHWEST TRUSTEE SERVICES	HUGHES NATALI (+)		Perm	
<a href="#">200301301150</a>	01/30/2003	DISCONTINUANCE TRUSTEES SALE	NORTHWEST TRUSTEE SERVICES	STEMM MARC T (+)		Perm	
<a href="#">200301301151</a>	01/30/2003	DISCONTINUANCE TRUSTEES SALE	NORTHWEST TRUSTEE SERVICES	CARRIGAN ROBERT (+)		Perm	
<a href="#">200301301152</a>	01/30/2003	DISCONTINUANCE TRUSTEES SALE	NORTHWEST TRUSTEE SERVICES	PARKERSON MARK W		Perm	

 Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [More ...](#)

 For issues with this software, please check the [FAQ](#).

 Internet Public Access Module Version 3.1  
 Copyright 2001, 2009 Manatron, Inc. All Rights Reserved.





## Search Real Estate Index

Criteria: Party Name Begins With ONEWEST BANK

Showing Records 1 through 25 ( 1285 records found as of 03/29/2012 12:37:18 AM [count again](#) )

#	Instrument #	Book	Page	Date Recorded	Document Type	Name	More	Associated Name	More	Legal Description
1	<a href="#">200907230359</a>			07/23/2009	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R INDYMAC BANK	+	
2	<a href="#">200907230360</a>			07/23/2009	APPOINTMENT OF TRUSTEE	R ONE WEST BANK		E NORTHWEST TRUSTEE SERVICES INC		
3	<a href="#">200907290265</a>			07/29/2009	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R INDYMAC FEDERAL BANK	+	
4	<a href="#">200907290266</a>			07/29/2009	TRUSTEES DEED	E ONE WEST BANK		R REGIONAL TRUSTEE SERVICES		SBD WEST HILL ESTATES; LT
5	<a href="#">200908120410</a>			08/12/2009	LIEN	R ONE WEST BANK		E TAPPS ISLAND ASSN		SBD TAPPS ISLAND DIV 1; LT
6	<a href="#">200908200446</a>			08/20/2009	SATISFACTION OF LIEN	E ONE WEST BANK		R TAPPS ISLAND ASSOC		
7	<a href="#">200909300638</a>			09/30/2009	DEED	R ONE WEST BANK		E LESKO DAVID W	+	SBD WEST HILL ESTATES; LT
8	<a href="#">200909300641</a>			09/30/2009	QUIT CLAIM DEED	E ONE WEST BANK		R TREASURY BANK		SBD LARGE LOT; LT 12; 8412030196(+)
9	<a href="#">200909300642</a>			09/30/2009	DEED	R ONE WEST BANK		E GREENWOOD GILBERT M		SBD LARGE LOT; LT 12; 8412030196(+)
10	<a href="#">200909230722</a>			09/23/2009	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.	+	
11	<a href="#">200909230723</a>			09/23/2009	APPOINTMENT OF TRUSTEE	R ONE WEST BANK		E NORTHWEST TRUSTEE SERVICES		
12	<a href="#">200910050065</a>			10/05/2009	MOD DEED OF TRUST	E ONE WEST BANK		R ROETHLER STEPHEN	+	
13	<a href="#">200911160776</a>			11/16/2009	SUBORDINATION AGREEMENT	R ONE WEST BANK	+	E INDYMAC BANK		
14	<a href="#">200911170664</a>			11/17/2009	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R INDYMAC BANK FSB	+	
15	<a href="#">200912030323</a>			12/03/2009	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.	+	
16	<a href="#">200912030324</a>			12/03/2009	APPOINTMENT OF TRUSTEE	R ONE WEST BANK		E NORTHWEST TRUSTEE SERVICES INC		
17	<a href="#">201001060698</a>			01/06/2010	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.	+	
18	<a href="#">201002040282</a>			02/04/2010	APPOINTMENT OF TRUSTEE	R ONE WEST BANK		E NORTHWEST TRUSTEE SERVICES INC		
19	<a href="#">201003100176</a>			03/10/2010	ASSIGNMENT OF DEED OF TRUST	R ONE WEST BANK	+	E ONEWEST BANK		
20	<a href="#">201003100177</a>			03/10/2010	APPOINTMENT OF TRUSTEE	R ONE WEST BANK		E NORTHWEST TRUSTEE SERVICES INC		
21	<a href="#">201006150604</a>			06/15/2010	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R INDYMAC FEDERAL BANK	+	
22	<a href="#">201006280172</a>			06/28/2010	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R INDYMAC BANK	+	
23	<a href="#">201008030437</a>			08/03/2010	ASSIGNMENT OF DEED OF TRUST	E ONE WEST BANK		R MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	+	
24	<a href="#">201008030438</a>			08/03/2010	APPOINTMENT OF TRUSTEE	R ONE WEST BANK		E NORTHWEST TRUSTEE SERVICES INC		
25	<a href="#">201010290797</a>			10/29/2010	LIS PENDENS	R ONE WEST BANK	+	E CAPRI AT LAKELAND CONDO ASSN		CON CAPRI AT LAKELAND PH 23; UNIT B

There are more results available. Right-click for paging options.

Public Access Web UI, Version 2.8  
Copyright © 2001 - 2012 Manatron, Inc. All Rights Reserved

**Official Public Records**  
**Search Results****Snohomish County, Washington**  
**County Auditor**
[Menu](#) • [New Search](#) • [Prefs](#) • [Help](#)

Criteria: Grantor or Grantee Begins with ONEWEST BANK

Search Results - A total of 1,445 records matched your criteria.

Displaying Records 1 to 10

Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [More ...](#)

Instrument Number	Date Filed	Document Type	Grantor (+) = More Names	Grantee (+) = More Names	Legal Description	Index Status	Image
<a href="#">200905290884</a>	05/29/2009	ASSIGNMENT OF DEED OF TRUST	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	ONE WEST BANK (+)		Perm	
<a href="#">200905290885</a>	05/29/2009	APPOINTMENT OF TRUSTEE	ONE WEST BANK	NORTHWEST TRUSTEE SERVICES		Perm	
<a href="#">200906110502</a>	06/11/2009	ASSIGNMENT OF DEED OF TRUST	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	ONE WEST BANK (+)		Perm	
<a href="#">200906110503</a>	06/11/2009	APPOINTMENT OF TRUSTEE	ONE WEST BANK	REGIONAL TRUSTEE SERVICES CORP		Perm	
<a href="#">200906180440</a>	06/18/2009	ASSIGNMENT OF DEED OF TRUST	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	ONE WEST BANK (+)		Perm	
<a href="#">200906180441</a>	06/18/2009	APPOINTMENT OF TRUSTEE	ONE WEST BANK	REGIONAL TRUSTEE SERVICES CORP		Perm	
<a href="#">200906180452</a>	06/18/2009	ASSIGNMENT OF DEED OF TRUST	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	ONE WEST BANK (+)		Perm	
<a href="#">200906180453</a>	06/18/2009	APPOINTMENT OF TRUSTEE	ONE WEST BANK	REGIONAL TRUSTEE SERVICES CORP		Perm	
<a href="#">200906180469</a>	06/18/2009	ASSIGNMENT OF DEED OF TRUST	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	ONE WEST BANK (+)		Perm	
<a href="#">200906180472</a>	06/18/2009	ASSIGNMENT OF DEED OF TRUST	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	ONE WEST BANK (+)		Perm	

Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [More ...](#)For issues with this software, please check the [FAQ](#).

Internet Public Access Module Version 3.1  
Copyright 2001, 2009 Manatron, Inc. All Rights Reserved.


[HOME](#) [NEWS](#) [SERVICES](#) [DIRECTORY](#) [CONTACT](#)
**Recorders Office**

King County, Washington

Search

Records Search

**Fee Increase - September 1, 2012****Official Public Records****Search Results**[Menu](#) · [New Search](#) · [Prefs](#) · [Help](#)

Criteria: Name or Associated Name Begins with ONEWEST BANK

Search Results - A total of **1,551** records matched your criteria.

Displaying Records 1 to 10

Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) - [156](#)

Instrument Number	Book-Page	Date Filed	Document Type (+) = More Names	Name	Name Type (+) = More Names	Associated Name	Name Type	Legal Description	Image
<a href="#">20090630000121</a>	000 - 000	06/30/2009	NOTICE	ONEWEST BANK	E	OLVAREZ JEROME (+)	R		
<a href="#">20090702000012</a>	000 - 000	07/02/2009	TRUSTEE DEED	ONEWEST BANK	E	REGIONAL TRUSTEE SERVICES CORP TRUSTEE (+)	R	VICTORIA HILLS 889870-0640	
<a href="#">20090924000693</a>	000 - 000	09/24/2009	LIEN	ONEWEST BANK	R	BELLEVUE CITY OF	E	WOODRIDGE MANOR 954270-0030	Not scanned or not available online
<a href="#">20090930001025</a>	000 - 000	09/30/2009	ASSIGNMENT DEED OF TRUST/MORTGAGE	ONEWEST BANK (+)	R	FEDERAL NATIONAL MORTGAGE ASSN	E		
<a href="#">20091021000723</a>	000 - 000	10/21/2009	LIEN	ONEWEST BANK	R	BELLEVUE CITY OF	E	TAM O SHANTER PARK NO. 01 856300-1410	Not scanned or not available online
<a href="#">20091112000764</a>	000 - 000	11/12/2009	CODE VIOLATION	ONEWEST BANK (+)	R	SEATTLE CITY OF	E	LT 12 BLK 33 COTTAGE GROVE NO. 02 177310-1945	
<a href="#">20091201001387</a>	000 - 000	12/01/2009	ASSIGNMENT DEED OF TRUST/MORTGAGE	ONEWEST BANK (+)	R	FEDERAL NATIONAL MORTGAGE ASSN	E		
<a href="#">20091211000447</a>	000 - 000	12/11/2009	ASSIGNMENT DEED OF TRUST/MORTGAGE	ONEWEST BANK	E	SINGH SHER	R		
<a href="#">20091211000452</a>	000 - 000	12/11/2009	ASSIGNMENT DEED OF TRUST/MORTGAGE	ONEWEST BANK (+)	E	RANDECKER HAROLD H JR	R		
<a href="#">20091211000455</a>	000 - 000	12/11/2009	ASSIGNMENT DEED OF TRUST/MORTGAGE	ONEWEST BANK (+)	E	LEBED DIMITRY	R		

Jump to Page: [1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) - [156](#)

[Home](#) | [Privacy](#) | [Accessibility](#) | [Terms of use](#) | [Search](#)

Links to external sites do not constitute endorsements by King County.  
By visiting this and other King County web pages,  
you expressly agree to be bound by terms and conditions of the site.

---

Internet Public Access Module Version 3.1  
Copyright © 2001 - 2003 Hart InterCivic, Inc. All Rights Reserved.

WebServ3

Exhibit 25  
NWTs Response 3<sup>rd</sup>  
Request to Produce



The Honorable Judge Robert Lasnik

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST  
TRUSTEE SERVICES, INC., MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

**DEFENDANT NORTHWEST  
TRUSTEE SERVICES, INC.'S  
RESPONSE TO PLAINTIFF'S  
THIRD REQUEST FOR  
PRODUCTION OF DOCUMENTS**

COMES NOW, Defendant Northwest Trustee Services, Inc. ("NWTs") and responds to Plaintiff James McDonald's Third Set of Requests for Production as follows:

**I. PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents produced, if any such document or documents were sought to be introduced into evidence in Court. All such objections and grounds are reserved and may be interposed at the time of trial.

Defendants have not completed their investigation of facts, witnesses, or documents related to this action; has not completed its analysis of available data; has not yet completed its discovery in this action; and has not completed preparation for trial. Thus, although a good faith

1 effort has been made to supply pertinent information when it has been requested, it is not  
2 possible in many instances for unqualified responses to be made. Further, the responses are  
3 necessarily made without prejudice to Defendants' right to produce any subsequently discovered  
4 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may  
5 adopt. These responses are given without prejudice to Defendants' right to provide facts,  
6 witnesses or documents omitted from these responses by oversight, inadvertent or good faith  
7 error or mistake. Defendants have furnished information that is presently available, which may  
8 include hearsay and other forms of evidence that are neither reliable nor admissible.

## 9 II. GENERAL OBJECTIONS

10 Each of the general objections stated below are continuing objections which Defendants  
11 will incorporate into specific responses as appropriate:

### 12 A. Not Reasonably Calculated Objection:

13 Many of the requests, in whole or in part, seek information or documents that are  
14 neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead  
15 to the discovery of admissible evidence in respect thereto.

### 16 B. Ambiguity Objection:

17 Many of the specific requests are phrased in language that is so vague, ambiguous,  
18 and uncertain that Defendants are unable to ascertain what information is requested.

### 19 C. Burden Objection:

20 Many of the specific requests are materially overbroad in whole or in part, or are  
21 burdensome and oppressive on the grounds that they seek information that is equally  
22 accessible to or already within the possession of the plaintiff, or information that is  
23 not relevant to the subject matter of the dispute herein, or, if relevant, so remotely  
24 relevant as to have no practical benefit to the plaintiff, while placing an inordinate  
25 burden and expense on Defendant to respond.

### 26 D. Duplicative Request Objection:

Many of the specific requests are duplicative in that that they request information that is requested by more than one Interrogatory.

### III. SPECIFIC RESPONSES TO REQUESTS

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:** Provide copies of any due diligence performed by Northwest Trustee Services in relation to Plaintiff's Note and real property located at 14840 119th PL NE, Kirkland, WA 98034.

**RESPONSE:** Defendant NWTS objects to RFP No. 1 on the basis that it is vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. RCW 61.24 *et seq.* does not impose any due diligence requirements on a foreclosure trustee. Without waiving any of the foregoing objections, Defendant NWTS provides the attached.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:** Provide a copy of the Foreclosure Transmittal Package, or similar document, provided to Northwest Trustee Services in regards to Plaintiff's real property and Note.

**RESPONSE:** Defendant NWTS objects to RFP No. 2 on the basis that it is vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS provides the attached copy of the Foreclosure Transmittal Package.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 3:** Provide any and all documentation attached to the Foreclosure Transmittal Package requested in item 2.

**RESPONSE:** Defendant NWTS objects to RFP No. 3 on the basis that it is vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS provides there were no documents attached to the Foreclosure Transmittal Package.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4:** Provide a copy of any/all Foreclosure Sale Bidding Instructions, or similarly named document, provided to Northwest Trustee Services in regards to the real property described above.

1       **RESPONSE:** Defendant NWTS objects to RFP No. 4 on the basis that it is not  
2 reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of  
3 the foregoing objections, NWTS provides the attached bidding instructions.

4       **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 5:** Provide copies of any/all  
5 system notes contained within the LPS Desktop system in relation to the real property described  
6 above.

7       **RESPONSE:** Defendant NWTS objects to RFP No. 5 on the basis that it is overbroad  
8 and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the  
9 discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS  
10 provides the attached.

11       **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 6:** Provide copies of any/all  
12 system notes contained within Northwest Trustee Services system in relation to the real property  
13 described above.

14       **RESPONSE:** Defendant NWTS objects to RFP No. 6 on the basis that it is overbroad  
15 and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the  
16 discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS  
17 provides the attached system notes.

18       **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7:** Provide screenshots of any/all  
19 information stored within the LPS Desktop system in relation to the real property described  
20 above.

21       **RESPONSE:** Defendant NWTS objects to RFP No. 7 on the basis that it is overbroad  
22 and unduly burdensome, is vague and ambiguous, cumulative, and not reasonably calculated to  
23 lead to the discovery of admissible evidence. Without waiving any of the foregoing objections,  
24 Defendant NWTS has provided the file notes and copies of relevant documents available on  
25 LPS.  
26

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8:** Provide screenshots of any/all information stored in the computers or systems of Northwest Trustee Services in relation to the real property described above.

**RESPONSE:** Defendant NWTS objects to RFP No. 8 on the basis that it is overbroad and unduly burdensome, is vague and ambiguous, cumulative, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, Defendant NWTS has provided the file notes and copies of all relevant documents available on NWTS' computers or systems.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9:** Provide copies of any/all written or electronic correspondence between Lender Processing Systems and Northwest Trustee Services in relation to the real property described above.

**RESPONSE:** Defendant NWTS objects to RFP No. 9 on the basis that it is overbroad and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS provides the attached.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 10:** Provide copies of any/all written or electronic correspondence between Northwest Trustee Services and OneWest Bank in relation to the real property described above.

**RESPONSE:** Defendant NWTS objects to RFP No. 10 on the basis that it is overbroad and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS provides the attached.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 11:** Provide copies of any/all billing statements to OneWest Bank from Northwest Trustee Services in relation to the real property described above.

**RESPONSE:** Defendant NWTS objects to RFP No. 11 on the basis that it is overbroad and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the



discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS provides the attached.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12:** Provide receipts of all items listed in Section D of the Notice of Default in relation to the real property described above including: Title Report receipt of \$951, Recording Fee of \$30, Certified Mail of \$14 and Posting Fee of \$70.

**RESPONSE:** Defendant NWTS objects to RFP No. 12 on the basis that it is overbroad and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS provides the attached.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13:** Provide a copy of the Title Report ordered at the time of the Notice of Default.

**RESPONSE:** Defendant NWTS objects to RFP No. 13 on the basis that it is overbroad and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, NWTS provides the attached.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 14:** Provide receipts of all items listed in Section III of the Notice of Trustee Sale in relation to the real property described above including: Title Report receipt of \$951, Statutory Mailings of \$9.56, Recording Costs of \$30 and Posting of \$70.

**RESPONSE:** Defendant NWTS objects to RFP No. 14 on the basis that it is overbroad and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving any of the foregoing objections, see documents in response to RFPs No 11 and 12. Additionally, see the attached recording fee schedule from King County Recorder's Office.



1 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 15:** Provide a copy of the Title  
2 Report ordered at the time of the Notice of Trustee Sale.

3 **RESPONSE:** Defendant NWTs objects to RFP No. 15 on the basis that it is overbroad  
4 and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the  
5 discovery of admissible evidence. Without waiving any of the foregoing objections, NWTs  
6 provides the attached.

7 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 16:** Provide receipts of all items  
8 listed in Section III of the Amended Notice of Trustee Sale in relation to the real property  
9 described above including: Statutory Mailings of \$147, Recording Costs of \$129 and Postings of  
10 \$136.92.

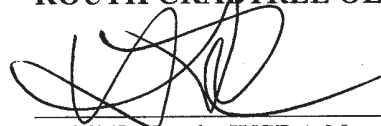
11 **RESPONSE:** Defendant NWTs objects to RFP No. 16 on the basis that it is overbroad  
12 and unduly burdensome, is vague and ambiguous, and not reasonably calculated to lead to the  
13 discovery of admissible evidence. Without waiving any of the foregoing objections, NWTs  
14 provides the attached, which includes the recording fee schedule from King County Recorder's  
15 Office.

**ATTORNEY CERTIFICATION**

The undersigned, as attorney for Defendant NWTs, certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry that the responses and objections are: (1) consistent with the Civil Rules and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy and the importance of the issues at stake in the litigation.

DATED this 21<sup>st</sup> day of June, 2012.

**ROUTH CRABTREE OLSEN, P.S.**



Heidi E. Buck, WSBA No. 41769  
Of Attorneys for Defendants OneWest  
Bank, Mortgage Electronic Registration  
Systems, Inc., and Northwest Trustee  
Services, Inc.

**PARTY CERTIFICATION**

The undersigned, under penalty of perjury of the laws of the State of Washington declares that I am an employee of Defendant, that I have read the foregoing Requests, and swear that the Responses are true and complete to the best of my knowledge and belief.

DATED this 21<sup>st</sup> day of June, 2012.

**NORTHWEST TRUSTEE SERVICES, INC.**

By: Vanni Matigott

# Exhibit 26

## Composite CRA Responses

**EQUIFAX**

**CREDIT FILE : August 6, 2010**  
**Confirmation # 0194028890**

Dear James B McDonald:

Below are the results of your request for Equifax to reinvestigate certain elements of your Equifax credit file. Equifax contacted each source directly and our investigation is now completed. If you have any additional questions or concerns, please contact the source of that information directly.

You may contact Equifax regarding the specific information contain in this letter within the next 60 days by visiting us at [www.investigate.equifax.com](http://www.investigate.equifax.com) or by calling a Customer Representative at (888) 265-8817 from 9:00am to 5:00pm Monday-Friday in your time zone. If you want to request a free copy of the Equifax credit file you can call our toll free number at (877) 576-5766.

Thank you for giving Equifax the opportunity to serve you.

**The Results Of Our Reinvestigation**

>>> **We have reviewed the inquiry information.** *The results are:* Inquiries are a factual record of file access. If you believe this was unauthorized, please contact the creditor. Regular credit inquiries remain on file for two years. If you have additional questions about this item please contact: **Land America, 2 Concourse Pkwy NE Ste 400,**

**Atlanta GA 30328-8108**

>>> **We have reviewed the inquiry information.** *The results are:* AM and AR inquiries indicate a periodic review of your credit history by one of your creditors. Equifax, ACIS, update, PRM, AM and AR inquiries are not provided to prospective credit grantors. PRM, AR, and AM inquiries remain on the credit file for 12 months and are not shared with potential credit grantors. If you have additional questions about this item please contact: **Indymac Bank, 155 N Lake Ave 5th FL, Pasadena CA 91101-5615**

**Credit Account Information**

*(For your security, the last 4 digits of account number(s) have been replaced by \*) (This section includes open and closed accounts reported by credit grantors)*

Account History Status Code Descriptions	1 : 30-59 Days Past Due 2 : 60-89 Days Past Due 3 : 90-119 Days Past Due 4 : 120-149 Days Past Due	5 : 150-179 Days Past Due 6 : 180 or More Days Past Due G : Collection Account H : Foreclosure	J : Voluntary Surrender K : Repossession L : Charge Off

>>> **We have researched the credit account.** *Account # - 8911\** *The results are:* Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Greentree Financial Corp, 500 Landmark Towers, Saint Paul MN 55102-1642**

( Continued On Next Page )

Page 1 of 4

0194028890AP-000861315-2461 - 2553 - AS

002461



000861315-2461  
 James B McDonald  
 14840 119th Pl NE  
 Kirkland, WA 98034-4532

P. O. Box 105518  
 Atlanta, GA 30348

**Green Tree 500 Landmark Towers Saint Paul MN 55102-1642**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
8911*	01/2007	\$97,370	\$0		Monthly	18	Transfer/Sold	
Items As of Date Reported	Amount Past Due	Date of Last Payment	Actual Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Deferred Pay Start Date	Balloon Pay Date
08/2010	\$0	07/2010	\$0		03/2010			
			\$748					

Type of Loan - Second Mortgage; Whose Account - Individual Account; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Account Transferred or Sold; Bankruptcy Chapter 7; Bankruptcy Petition;

>>> **We have researched the credit account. Account # - 668100911\* The results are:** Equifax verified that this item belongs to you. If you have additional questions about this item please contact: **Indymac Bank, 6900 Beatrice Dr, Kalamazoo MI 49009-9559**

**Indymac Bank Home Loan Serv 6900 Beatrice Dr Kalamazoo MI 49009-9559**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
668100911*	01/2007	\$97,370	\$0	15 Years	Monthly	4	Transfer/Sold	
Items As of Date Reported	Amount Past Due	Date of Last Payment	Actual Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Deferred Pay Start Date	Balloon Pay Date
08/2010	\$0	06/2007	\$0		06/2007			
			\$749					

Current Status - Pays As Agreed; Type of Account - Mortgage; Type of Loan - Second Mortgage; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Transferred or Sold; Real Estate Mortgage;

>>> **We have researched the credit account. Account # - 668100911\* The results are:** Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Indymac Bank, 6900 Beatrice Dr, Kalamazoo MI 49009-9559**

**Indymac Bank Home Loan Serv 6900 Beatrice Dr Kalamazoo MI 49009-9559**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
668100911*	01/2007	\$389,482	\$0	30 Years	Monthly	41		
Items As of Date Reported	Amount Past Due	Date of Last Payment	Actual Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Deferred Pay Start Date	Balloon Pay Date
08/2010	\$389,481	09/2009	\$0	10/2009				
			\$2,394					

Current Status - Collection Account; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Individual Account; ADDITIONAL INFORMATION - Collection Account; Foreclosure Process Started; Real Estate Mortgage; Conventional Mortgage;

<b>Account History</b>	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009	11/2009
<b>with Status Codes</b>	4	6	6	6	5	4	3	2	1





Prepared for  
JAMES BRADLEY MCDONALD  
Report number  
0266-3355-14

Report date  
August 16, 2010  
www.experian.com/disputes Page 1 of 18

## Investigation results

### About our dispute verification process

This summary shows the revision(s) made to your credit file as a result of the verification we recently completed. If you still question an item, then you may want to contact the source of the information.

The federal Fair Credit Reporting Act states that you may:

- request a description of how we verified the information, including the business name and address contacted and the telephone number if reasonably available;
- add a statement disputing the accuracy or completeness of the information; and
- request that we send these results to organizations who have reviewed your credit report in the past two years for employment purposes or six months for any other purpose.

If no information follows, our response appeared on the previous page.

### How to read your results

**Deleted** - This item was removed from your credit report

**Remains** - This item has been verified as accurate

**Updated** - A change was made to this item; review this report to view the change. If ownership of the item was disputed, then it was verified as belonging to you.

**Reviewed** - This item was either updated or deleted; review this report to learn its outcome

### Results

We completed investigating any items you disputed with the sources of the information and processed any other requests you made. Here are the results:

Credit items	Outcome
BANK OF AMERICA 488893610403....	Remains
GREEN TREE SERVICING 8911....	Reviewed
BANK OF AMERICA 133001953....	Remains
ONEWEST BANK 668100911....	Updated
ONEWEST BANK 668100911....	Updated

Visit [experian.com/status](http://experian.com/status) to check the status of your pending disputes at any time

### What's your credit score?

Find out by ordering your VantageScore® from Experian for only \$7.95. To order your VantageScore, call 1 888 322 5583.

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as MEDICAL PAYMENT DATA. Consumer statements included on your report at your request that contain medical information are disclosed to others.

\*\*\*\*\*MIXED AADC 605  
0009715 3 MB 0.629 L 712  
JAMES BRADLEY MCDONALD  
14840 119TH PL NE  
KIRKLAND WA 98034-4532



0151100936...-772-09715-0109000





\*\*\* 223039421-006 \*\*\*

PO Box 2000  
Chester, PA 19022

07/31/2010



P16IZT00200808-I003519-012738223

JAMES BRADLEY MCDONALD  
14840 NE 119TH PL  
KIRKLAND, WA 98034

Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit <http://transunion.custhelp.com>.

### Investigation Results

ITEM	DESCRIPTION	RESULTS
GREEN TREE	# 89118575	NEW INFORMATION BELOW
INDYMAC BK HOME LN SVC	# 6681009111244	VERIFIED, NO CHANGE
BANK OF AMERICA	# 4888936104035682	VERIFIED, NO CHANGE
BANK OF AMERICA MORTGAGE	# 1330019535723	VERIFIED, NO CHANGE
ADJUSTABLE RATE MORTGAGE	Public Record	DELETED

# Exhibit 27

## Bankruptcy Schedule F

B 6F (Official Form 6F) (12/07)

In re James Bradley McDonald,  
DebtorCase No. 10-18496-SJS  
(if known)**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data..

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 6681009111244  OneWest Bank (Indymac) 6900 Beatrice Drive Kalamazoo, MI 49009			1/8/2007 primary residence			X	389481
ACCOUNT NO. 89118575  Green Tree 345 St. Peter Street St. Paul, MN 55102			1/8/2007 primary residence			X	93980
ACCOUNT NO. 6011008940598078  Discover Financial Services P.O. Box 6103 Carol Stream, IL 60197-6103			3/1996 goods/services purchased				10960.91
ACCOUNT NO. 5049941048555780  Sears PO Box 6275 Sioux Falls, SD 57117			01/2007 goods/services purchased				450
Subtotal▶							\$ 494871.91
Total▶ (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							\$

\_\_\_\_ continuation sheets attached

# Exhibit 28

## RCO Letter



**ROUTH CRABTREE OLSEN, P.S.**

*A Law Firm and Professional Services Corporation*  
3535 Factoria Blvd. SE, Suite 200  
Bellevue, WA 98006  
Telephone (425) 458-2121 ♦ Facsimile (425) 283-0938  
[www.rcolegal.com](http://www.rcolegal.com)

THIS OFFICE IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. THE FOLLOWING LETTER IS A DISCUSSION OF ALTERNATIVES TO FORECLOSURE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY. IF YOU ARE IN BANKRUPTCY, THEN PLEASE DISREGARD THIS LETTER IN ITS ENTIRETY AND HAVE YOUR ATTORNEY CONTACT OUR OFFICE AS SOON AS POSSIBLE.

Jan 15, 2010

Re: Property: 14840 119th Place Northeast, Kirkland, WA 98034  
Loan No.: 1009111244  
Our File No.: 7523.21352

Dear Homeowner:

Please be advised that **Routh Crabtree Olsen, P.S.** is working with OneWest Bank FSB to help you keep your home. We represent your mortgage company and have received notice to commence foreclosure proceedings against your property. It is OneWest Bank FSB's mission to attempt to work out a solution to your loan situation, and they have asked us to open a line of communication with you.

**WE WANT YOU TO BE ABLE TO KEEP YOUR HOME!**

You may be eligible for certain opportunities that will help you stay in your home. You may have had an unexpected expense or a circumstance beyond your control that has forced you to miss some mortgage payments. OneWest Bank FSB would like to discuss your situation with you to determine what you can do to bring your loan current.

These alternatives are voluntary and could include:

- **Forbearance Plan:** An agreement to temporarily let you pay less than the full amount of your mortgage payment, or pay nothing at all, during the forbearance period. Your lender may consider a forbearance when you can show that funds from a bonus, tax refund, or other source of future income will let you bring the mortgage current or qualify you for a repayment plan or loan modification at the end of the forbearance period.
- **Reinstatement of Your Loan:** You would pay the total amount past due in one lump sum by a specified date.
- **Repayment Plan:** An agreement that gives you a fixed amount of time to repay the amount you are behind by combining a portion of what is past due with your regular mortgage payment. At the end of the repayment period you will have gradually paid back the amount of your mortgage that was delinquent.

- **Modification:** This is a written agreement between you and the lender that permanently changes the terms of the loan that in some instances may make your payments more affordable. Common loan modifications include:
  1. **Adding missed payments to your existing loan balance**
  2. **Making an adjustable-rate mortgage into a fixed-rate mortgage**
  3. **Extending the number of years you have to pay to a longer term**

## **WHAT IF YOU CAN NO LONGER AFFORD TO KEEP YOUR HOME?**

If you cannot or do not want to keep your home, your lender can work with you to avoid foreclosure. This can help reduce the negative effect on your credit reputation. There are several different ways this might occur depending on your financial circumstances:

- **Deed in Lieu of Foreclosure:** Under certain circumstances, you would voluntarily transfer ownership of your property to the lender in exchange for cancellation of your mortgage debt. In most cases, you must attempt to sell your home for its fair market value for at least 90 days. You would be given a specific period of time to relocate. This option may not be available to you if there are other liens or judgments on your home.
- **Short Payoff:** If you can sell your house but the sales proceeds are less than the total amount you owe on your mortgage, your lender may agree to a short payoff and write off the portion of your mortgage that exceeds the net proceeds from the sale.
- **Assumption of Your Loan:** This option permits a qualified buyer to take over your mortgage debt and pay the payments, even if the mortgage is non-assumable.

## **HOW DO YOU TAKE ADVANTAGE OF THESE ALTERNATIVES?**

Complete the enclosed two-page financial form and return it in the enclosed self-addressed envelope. Time is of the essence; this information will enable us to determine what option is best suited to keep your account from being foreclosed upon. Please return the requested information via fax at (425) 283-0938, or mail to:

Routh Crabtree Olsen, P.S.  
Attention: Antoinette Bartlein  
P.O. Box 4143  
Bellevue, WA 98009-4143

**Please note that the foreclosure action will continue whether or not the form is completed and returned. The foreclosure action will continue unless your lender determines that you are eligible for one of these alternatives and an agreement is signed. You also have the right and should seek the advice of an attorney.**

We hope that you will complete the enclosed forms so that we can work with you to consider alternatives to the pending foreclosure of your property.

Sincerely,  
**ROUTH CRABTREE OLSEN, P.S.**

# Exhibit 29

## Freddie Mac website



## Our Business

In 1970, Congress created Freddie Mac with a few important goals in mind:

- Make sure that financial institutions have mortgage money to lend
- Make it easier for consumers to afford a decent house or apartment
- Stabilize residential mortgage markets in times of financial crisis

To fulfill this mission, Freddie Mac conducts business in the U.S. secondary mortgage market – meaning we do not originate loans – and works with a national network of mortgage lending customers. We have three business lines: a Single Family Credit Guarantee business for home loans; a Multifamily business for apartment financing; and an investment portfolio.

- [Single-Family Credit Guarantee Business](#)
- [Multifamily Business](#)
- [Investment Business](#)

Learn more about the [benefits of our mortgage funding](#).

### Single-Family Credit Guarantee Business

In our [Single-Family business](#), we use mortgage securitization to fund millions of home loans every year. Securitization is a process by which we purchase home loans that lenders originate, put these loans into mortgage securities that are sold in global capital markets, and recycle the proceeds back to lenders. This recycling is designed to ensure that lenders have mortgage money to lend.

In the first nine months of 2010, Freddie Mac purchased or guaranteed \$261 billion in single-family home loans – funding one out of every four mortgages originated in the market. At the end of the third quarter 2010, our total outstanding obligations of mortgage-backed securities stood at \$1.8 trillion.

What makes the securitization process work? Families paying their mortgages every month. Because once a family moves into their home, their monthly payments of mortgage principal and interest are transferred ultimately to securities investors. When a family stops making payments – often due to loss of income – Freddie Mac steps in and makes those payments to securities investors. Managing this risk, known as credit risk, is how we generate revenue. Each time we fund a loan, we collect a credit guarantee fee from the lender selling us the loan. This fee is intended to protect us in case of loan default.

Other features of this business line:

- We guarantee mortgages exclusively in the conventional conforming market, where we purchase loans only up to a [certain dollar amount](#) (for 2011, \$417,000 for most of the nation and \$729,750 in certain high-cost areas)
- The vast majority of the loans we fund are long term, fixed rate mortgages
- We generally require third-party mortgage insurance on loans with low downpayments
- We have loan servicing operations that work with lenders to avoid foreclosure, where possible, for families in financial difficulty

### Multifamily Business

Since not everyone owns their own home, Freddie Mac supports renters, too. Through our [Multifamily business](#), we work with a network of lenders to finance apartment buildings around the country. Like single-family loans, these lenders originate and close loans that Freddie Mac later purchases; lenders then use the proceeds to originate additional loans.

Unlike single-family loans, which are relatively small in dollar amount and standardized in their composition and underwriting, multifamily loans typically are several million dollars in size, have underwriting characteristics that vary from property to property, and require custom examination such as on-site property inspections and verification of income cash flows (i.e., rents). One other difference: while single-family borrowers are individual consumers, multifamily borrowers are property developers

and/or managers.

In this business line, Freddie Mac finances most of its loan acquisitions through mortgage securitization. We also finance a portion through our [investment portfolio](#).

During 2010, Freddie Mac funded \$15 billion in multifamily loans - financing more than 1,000 properties amounting to 241,000 apartment units.

## Investment Business

The [investment portfolio](#) invests in mortgage-related securities that are guaranteed by Freddie Mac and other financial institutions. The portfolio also invests in individual loans that are guaranteed by Freddie Mac but not immediately securitized. As a bidder in the market, the investment portfolio helps to make mortgage-related securities more liquid and mortgage funding more available.

We fund acquisition of mortgage securities by issuing corporate debt securities. From this activity, we produce net income; that is, the difference between the interest payments we collect on the securities we buy and the yields we pay investors for buying our debt. In the first quarter of 2011, the investment portfolio acquired a net of \$1.8 billion in mortgage assets, and had an ending balance of \$692 billion. Roughly one-third of this balance includes Freddie Mac mortgage-backed securities, known as Participation Certificates, guaranteed by the Single-Family and Multifamily businesses. During 2011, the investment portfolio can be no larger than \$729 billion, per our regulator.

# Exhibit 30

## Response 2<sup>nd</sup> Request to Produce

1  
2  
3  
4  
5  
6  
7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9 **AT SEATTLE**

10 JAMES MCDONALD,

11 Plaintiff,

12 v.

13 ONEWEST BANK, FSB, NORTHWEST  
14 TRUSTEE SERVICES, INC., MORTGAGE  
15 ELECTRONIC REGISTRATION SYSTEMS,  
16 INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

**DEFENDANTS ONEWEST BANK,  
FSB, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
AND NORTHWEST TRUSTEE  
SERVICES, INC.'S RESPONSE TO  
PLAINTIFF'S SECOND REQUEST  
FOR PRODUCTION OF  
DOCUMENTS**

17 COME NOW Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic  
18 Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTS")  
19 (collectively "Defendants") and responds to Plaintiff James McDonald's Second Set of  
20 Interrogatories and Request for Production of Documents ("Requests") as follows:

21 **I. PRELIMINARY STATEMENT**

22 These responses are made solely for the purpose of this action. Each response and each  
23 document produced is subject to all appropriate objections (including, but not limited to,  
24 objections concerning competency, relevancy, materiality, propriety and admissibility) which  
25 would require the exclusion of any statement contained herein or in any of the documents  
26 produced, if any such document or documents were sought to be introduced into evidence in  
Court. All such objections and grounds are reserved and may be interposed at the time of trial.

Defendants have not completed their investigation of facts, witnesses, or documents related to this action; has not completed its analysis of available data; has not yet completed its discovery in this action; and has not completed preparation for trial. Thus, although a good faith effort has been made to supply pertinent information when it has been requested, it is not possible in many instances for unqualified responses to be made. Further, the responses are necessarily made without prejudice to Defendants' right to produce any subsequently discovered facts, witnesses, or documents, as well as any new theories or contentions that Defendants may adopt. These responses are given without prejudice to Defendants' right to provide facts, witnesses or documents omitted from these responses by oversight, inadvertent or good faith error or mistake. Defendants have furnished information that is presently available, which may include hearsay and other forms of evidence that are neither reliable nor admissible.

## II. RESPONSES TO REQUESTS

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:** The complete governing documents for subpool IN070227 as identified on the Complete Loan File Information from Deutsche Bank National Trust Company, which Plaintiff has provided the Defense a copy of.


**RESPONSE:** Objection. Not reasonably calculated to lead to discovery of admissible evidence; unduly burdensome as it places an inordinate burden and expense on Defendants to respond. Without waiving any objections, Defendants have no documents responsive to this request. However, upon discovery of material responsive to this request, Defendants reserve the right to supplement this Response.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:** The complete governing documents for the master pool/trust that the subpool identified above is a part of.

**RESPONSE:** Objection. Not reasonably calculated to lead to discovery of admissible evidence; unduly burdensome as it places an inordinate burden and expense on Defendants to respond. Without waiving any objections, Defendants have no documents responsive to this request. However, upon discovery of material responsive to this request, Defendants reserve the right to supplement this Response.

1 ANSWERS TO PLAINTIFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS.  
2 Dated August 1<sup>st</sup>, 2011.

3  
4 **ROUTH CRABTREE OLSEN, P.S.**

5 

6 Heidi E. Buck, WSBA No. 41769  
7 Of Attorneys for Defendants OneWest  
8 Bank, Mortgage Electronic Registration  
9 Systems, Inc., and Northwest Trustee  
10 Services, Inc.  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26